

EXHIBIT 46

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**MATCH GROUP, INC. AND MATCH GROUP, LLC'S NOTICE OF VERIFIED
STIPULATION REGARDING PERMANENTLY DISCONTINUED
PRACTICES ON MATCH.COM**

PLEASE TAKE NOTICE that Defendants Match Group, Inc. and Match Group, LLC (the
"Match Defendants"), by and through their undersigned counsel, hereby file the attached verified
Stipulation Regarding Permanently Discontinued Practices on Match.com.

Dated: September 20, 2022

Respectfully submitted,

/s/ Angela C. Zambrano

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CERTIFICATE OF SERVICE

On September 20, 2022, I filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas. I hereby certify that I have served the document on counsel by a manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Angela C. Zambrano
Angela C. Zambrano

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**MATCH GROUP, INC. AND MATCH GROUP, LLC’S STIPULATION REGARDING
PERMANENTLY DISCONTINUED PRACTICES ON MATCH.COM**

Defendants Match Group, Inc. (“MGI”) and Match Group, LLC (“MGL,” and together with MGI, the “Match Defendants”) file this Stipulation Regarding Permanently Discontinued Practices on Match.com (the “Stipulation”).

This Stipulation addresses the Permanently Discontinued Practices (defined below) at issue in Plaintiff Federal Trade Commission’s (“FTC”)’s First Amended Complaint for Permanent Injunction, Monetary Relief, Civil Penalties, and Other Relief, Dkt. 116 (the “Amended Complaint”). More specifically, this Stipulation confirms the *permanent* discontinuation of the Match.com guarantee at issue in Count III of the Amended Complaint (the “Match.com Guarantee”) and the *permanent* discontinuation of the Match.com chargeback policy at issue in Count IV of the Amended Complaint in which the FTC alleges that, “when [the Match Defendants] prevailed in a billing dispute, [the Match Defendants] often failed to provide consumers access to their Match.com accounts or to the subscription services that the consumers paid for” and instead

“terminated the consumers’ accounts and deleted their profiles”¹ (the “Chargeback Policy,” and together with the Match.com Guarantee, the “Permanently Discontinued Practices”).

With this Stipulation, the Match Defendants confirm, through their authorized signatory’s verification, attached hereto and incorporated herein as Exhibit A, that, with respect to the alleged conduct described in Counts III and IV of the Amended Complaint, which the FTC has contended violated the FTC Act, that the Match Defendants are not “violating, or about to violate” the FTC Act.

Accordingly, the Match Defendants hereby stipulate and agree as follows:

1. MGI could never, and would never, engage in any conduct related to the Permanently Discontinued Practices, as MGI does not own or operate Match.com or any other dating site. Despite this, MGI agrees to never direct MGL to engage in any conduct related to the Permanently Discontinued Practices as may be within its rights as the indirect owner of MGL.
2. MGL, as the owner and operator of Match.com, has control over Match.com and, prior to their ceasing, had control over the Permanently Discontinued Practices.
3. Match.com, by and through its owner and operator, MGL, permanently discontinued the Match.com Guarantee in April 2019.
4. Match.com, by and through its owner and operator, MGL, does not currently offer the Match.com Guarantee.
5. Match.com, by and through its owner and operator, MGL, commits to never reinstate the Match.com Guarantee.

¹ Am. Compl. ¶ 62.

6. Match.com, by and through its owner and operator, MGL, discontinued the Chargeback Policy in March 2019.
7. Match.com, by and through its owner and operator, MGL, does not currently maintain the Chargeback Policy. For the avoidance of doubt, if MGL prevails in a chargeback billing dispute with a consumer (the “Consumer”), MGL does not fail to provide the Consumer access to the Consumer’s Match.com account or to the subscription service(s) that the Consumer paid for, nor does it terminate the Consumer’s account or delete the Consumer’s profile because of the chargeback billing dispute in which MGL prevailed.
8. Match.com, by and through its owner and operator, MGL, commits to never reinstate the Chargeback Policy. For the avoidance of doubt, if MGL prevails in a chargeback billing dispute with the Consumer, MGL commits that it will not fail to provide the Consumer access to the Consumer’s Match.com account or to the subscription service(s) that the Consumer paid for, nor will it terminate the Consumer’s account or delete the Consumer’s profile because of the chargeback billing dispute in which MGL prevailed.

This Stipulation shall serve as a binding and sincere commitment by the Match Defendants to never again engage in the Permanently Discontinued Practices.

EXHIBIT A

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Plaintiff,

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MATCH GROUP, INC., a corporation, and
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Defendants.

Case No. 3:19-cv-02281-K

**VERIFICATION OF JARED SINE IN SUPPORT OF MATCH GROUP, INC. AND
MATCH GROUP, LLC'S STIPULATION REGARDING PERMANENTLY
DISCONTINUED PRACTICES ON MATCH.COM**

I, Jared Sine, serve as Chief Business Affairs and Legal Officer; Secretary for Match Group, Inc. ("MGI") and Chief Business Affairs and Legal Officer; Secretary for Match Group, LLC ("MGL"). I have reviewed MGI and MGL's Stipulation Regarding Permanently Discontinued Practices on Match.com (the "Stipulation"). I verify under penalty of perjury that the facts and statements contained within the Stipulation are true and correct, and that the Stipulation is intended by MGI and MGL to represent a binding commitment.

Dated: Sep 20, 2022

Signed:  DocuSigned by:
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